

# **EXHIBIT C**

Electronically

**FILED**

by Superior Court of California, County of San Mateo

ON

2/27/2019

By /s/ Mia Marlowe  
Deputy Clerk

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 Target Corporation

## SUPERIOR COURT OF CALIFORNIA

## COUNTY OF SAN MATEO

MARIAH D. THOMAS, on behalf of  
 herself, and all others similarly situated,

Plaintiff,

vs.

TARGET CORPORATION, a Minnesota  
 corporation; and DOES 1 through 50,  
 inclusive,

Defendants.

No. 19CIV00584

**DEFENDANT TARGET  
 CORPORATION'S ANSWER TO  
 PLAINTIFF MARIAH D. THOMAS'S  
 UNVERIFIED COMPLAINT**

Complaint filed: January 29, 2019

**DEMAND FOR JURY**

ASSIGNED FOR ALL PURPOSES TO  
 DEPARTMENT 2

1 Target Corporation ("Target"), for itself and no other defendant, hereby answers the  
2 unverified complaint (the "Complaint") of plaintiff Mariah D. Thomas as follows:

3 **PRELIMINARY DEFENSES**

4 1. This action should be dismissed or transferred to Sacramento County because  
5 venue is improper in San Mateo County. Plaintiff's alleged injuries occurred in Sacramento  
6 County (not San Mateo County), and plaintiff does not allege a contract claim, much less that she  
7 was a party to a contract that was made, to be performed, or breached in San Mateo County.

8 2. Even if venue is proper in San Mateo County, this action should be transferred to  
9 Sacramento County because that county is the more appropriate venue. Plaintiff's alleged  
10 injuries occurred in Sacramento County (not San Mateo County); the relevant documents and  
11 witnesses are located in Sacramento County (not San Mateo County); and the interest of  
12 substantial justice would be served if the action were tried in Sacramento County (not San Mateo  
13 County).

14 3. This action should be dismissed or stayed because of the pendency of the first-filed  
15 action entitled "*Aisha Bowen, an individual, on behalf of herself and all others similarly situated,*  
16 *Plaintiff, vs. Target Corporation, a Minnesota Corporation; and DOES 1 through 50, inclusive,*  
17 *Defendants,*" U.S.D.C., C.D. Cal., No. 2:16-cv-02587-JGB-MRW, which involves the same or  
18 substantially the same parties and claims.

19 Without waiving these objections, Target further responds to the Complaint as follows:

20 **GENERAL DENIAL**

21 4. Pursuant to section 431.30(d) of the California Code of Civil Procedure, Target  
22 denies, generally and specifically, each and every allegation in the Complaint.

23 5. Target further denies, generally and specifically, that plaintiff has been or will be  
24 damaged in any sum, or at all, by reason of any act or omission on the part of Target or any of  
25 Target's past or present agents, representatives, or employees; or that plaintiff is entitled to the  
26 relief requested.

27 **DEFENSES**

28 Without admitting any facts alleged by plaintiff, Target also pleads the following separate

1 defenses to the Complaint:

2           6.     The Complaint, and each of its causes of action, fails to state facts sufficient to  
3 constitute a cause of action.

4           7.     The Complaint, and each of its causes of action, is barred in whole or in part by all  
5 applicable statutes of limitation, including but not limited to California Code of Civil Procedure  
6 sections 337, 338, 339, 340, and 343; and California Business and Professions Code section  
7 17208.

8           8.     The Complaint, and each of its causes of action, is barred in whole or in part by the  
9 doctrine of accord and satisfaction.

10          9.     Plaintiff is estopped from pursuing the claims in the Complaint, and each of its  
11 purported causes of action, by reason of plaintiff's own actions and course of conduct.

12          10.    Plaintiff waived the right, if any, to pursue the Complaint by reason of plaintiff's  
13 own actions and conduct, including, but not limited, to her failure to complain about the legal  
14 violations alleged in the Complaint.

15          11.    The Complaint, and each of its causes of action, is barred by the doctrine of laches.

16          12.    The Complaint, and each of its causes of action, is barred by the doctrine of  
17 unclean hands.

18          13.    The Complaint, and each of its causes of action, is barred by the doctrines of *res*  
19 *judicata* and collateral estoppel.

20          14.    The Complaint, and each of its causes of action, is barred by the doctrine of  
21 avoidable consequences.

22          15.    The Complaint, and each of its causes of action, is barred because any recovery  
23 from Target would result in unjust enrichment to plaintiff.

24          16.    The Complaint, and each of its purported causes of action, is barred in whole or in  
25 part because Target had an honest, good-faith belief that all decisions with respect to plaintiff's  
26 employment were made by Target solely for legitimate, business-related reasons and were  
27 reasonably based upon the facts as Target understood them, including but not limited to Target's  
28 belief that upon the termination of plaintiff's employment, Target did not owe plaintiff any

1 additional amounts, whether by way of wages or otherwise.

2 17. The Complaint, and each of its causes of action, fails because plaintiff's  
3 fundamental breaches of her duties to Target as an employee, including the duty of loyalty, were  
4 so severe as to render her causes of action void under the Faithless Servant Doctrine and related  
5 legal principles.

6 18. The Complaint, and each of its causes of action, is barred in whole or in part  
7 because plaintiff breached or did not satisfy her statutory obligations to Target, including but not  
8 limited to those imposed by California Labor Code sections 2854, 2856–2859, 2922, and 2924.

9 19. The Complaint, and each of its causes of action, is barred by the doctrine of after-  
10 acquired evidence.

11 20. Plaintiff's claims for failure to pay hourly wages and to indemnify are barred to  
12 the extent that plaintiff seeks to recover expenses that were not reasonable and necessary business  
13 expenses.

14 21. Plaintiff's claims for failure to pay hourly wages and to indemnify are barred  
15 because Target did not know or had no reason to know that plaintiff incurred business expenses.

16 22. Plaintiff's claims for failure to pay hourly wages and to indemnify are barred  
17 because Target did not willfully fail to indemnify or reimburse plaintiff for expenditures or losses,  
18 if any.

19 23. Plaintiff's claims for failure to pay hourly wages and to indemnify are barred  
20 because Target had a good-faith belief, based in fact and law, that no reimbursements were due to  
21 plaintiff.

22 24. Plaintiff's claims for failure to pay hourly wages and to indemnify are barred to  
23 the extent that the expenses plaintiff seeks to recover are *de minimis*.

24 25. Plaintiff's claims for failure to provide uniforms or equipment under Wage Order  
25 No. 7 are barred because the Wage Order does not support a private right of action, and plaintiff's  
26 exclusive remedy is an action before the California Labor Commissioner.

27 26. Plaintiff's claims for failure to pay hourly wages and to indemnify are barred to  
28 the extent that plaintiff seeks to recover expenses that were not incurred for the primary benefit of



1 Target.

2 27. To the extent that plaintiff's claims for failure to render accurate wage statements  
3 are based on Target's alleged failure to reimburse or indemnify for necessary business  
4 expenditures or losses, Target incorporates by reference and re-alleges its defenses to those  
5 claims, as set forth in paragraphs 20-26, *supra*, to plaintiff's claims for failure to render accurate  
6 wage statements.

7 28. Plaintiff's claim for failure to render accurate wage statements is barred because  
8 Target did not knowingly or intentionally fail to provide accurate wage statements; and its failure,  
9 if any, to provide such wage statements was inadvertent or due to clerical error.

10 29. Plaintiff's claim for failure to render accurate wage statements is barred because  
11 plaintiff has suffered no harm based on Target's failure, if any, to render accurate wage  
12 statements.

13 30. Plaintiff's claim for failure to provide accurate written wage statements is barred  
14 to the extent that plaintiff seeks an award of penalties beyond the one-year limitations period  
15 contained in California Code of Civil Procedure section 340.

16 31. To the extent that plaintiff's claims for failure to pay timely wages upon  
17 termination are based on Target's alleged failure to reimburse or indemnify for necessary  
18 business expenditures or losses or render accurate wage statements, Target incorporates by  
19 reference and re-alleges its defenses to those claims, as set forth in paragraphs 20-26 and 28-30,  
20 *supra*, to plaintiff's claims for failure to pay timely wages upon termination.

21 32. Plaintiff's claim for failure to pay timely all wages due at termination is barred  
22 because plaintiff was paid all her final wages owed in accordance with the law.

23 33. Plaintiff's claim for failure to pay timely wages upon termination is barred because  
24 Target did not willfully fail to pay timely wages upon termination.

25 34. Plaintiff's claim for failure to pay timely wages upon termination is barred because  
26 Target had a good-faith belief, based in fact and law, that no wages were due to plaintiff.

27 35. Plaintiff's claim for failure to pay timely wages upon termination is barred to the  
28 extent that plaintiff secreted or absented herself to avoid payment, or refused payment when fully

1 tendered.

2 36. Plaintiff's claim for failure to pay timely all wages due at termination is barred to  
3 the extent that plaintiff seeks an award of penalties beyond the three-year limitations period  
4 contained in California Code of Civil Procedure section 338.

5 37. To the extent that plaintiff's claims for unfair business practices are based on  
6 Target's alleged failure to reimburse or indemnify for necessary business expenditures or losses,  
7 to render accurate wage statements, or to pay timely wages upon termination, Target incorporates  
8 by reference and re-alleges its defenses to those claims, as set forth in paragraphs 20-26, 28-30,  
9 and 32-36, *supra*, to plaintiff's claim for unfair business practices.

10 38. Plaintiff's claims for unfair business practices are barred to the extent that plaintiff  
11 seeks damages, disgorgement, or penalties because section 17200 provides only for restitution  
12 and injunctive relief; damages and penalties are not restitution.

13 39. Plaintiff's claim for unfair business practices is barred because plaintiff cannot  
14 show an injury to competition, as distinguished from injury to herself, the existence of which  
15 Target expressly denies.

16 40. Plaintiff's claim for unfair business practices is barred because plaintiff cannot  
17 show a deception upon the public.

18 41. Plaintiff's claim for unfair business practices is barred because as a private litigant,  
19 plaintiff lacks standing to bring a cause of action for relief under California Business and  
20 Professions Code section 17200 *et seq.*, on behalf of herself or similarly-situated individuals.

21 42. Plaintiff's claim for unfair business practices is barred because California Business  
22 and Professions Code section 17200 *et seq.*, as stated and sought to be applied by plaintiff,  
23 violates Target's rights under the Constitution of the United States of America and the  
24 Constitution of the State of California in that, among other things, it is void for vagueness,  
25 violates equal protection and due process, poses an undue burden upon interstate commerce, and  
26 infringes the freedom of contract.

27 43. Plaintiff's claim for unfair business practices is barred because California Business  
28 and Professions Code section 17200 *et seq.*, as stated and sought to be applied by plaintiff,

1 violates Target's rights to due process under the Constitution of the United States of America and  
2 the Constitution of the State of California to the extent that the cause of action does not afford  
3 Target the protections against multiple suits and duplicative liability ordinarily provided by class  
4 actions.

5 44. Plaintiff's claim for unfair business practices is barred because plaintiff has failed  
6 to plead with sufficient particularity her claims of false, unfair, or fraudulent conduct.

7 45. Plaintiff's claim for unfair business practices is barred because plaintiff is not  
8 seeking recovery of a quantifiable sum owed by Target to plaintiff.

9 46. Plaintiff's claims for unfair business practices are barred because plaintiff has  
10 adequate remedies at law for the alleged violations, and the requirements for equitable relief have  
11 not been met.

12 47. Plaintiff is not entitled to any statutory or civil penalty award because there is a  
13 good-faith dispute as to Target's obligation to pay any wages or penalty that may be found to be  
14 due.

15 48. Plaintiff is not entitled to any statutory or civil penalty award because, at all times  
16 relevant to the Complaint, any failure to comply with the compensation provisions of the  
17 California Labor Code or the applicable Wage Order, which Target denies, was not knowing or  
18 intentional, but rather was done in good faith and with reasonable grounds.

19 49. Imposition of any statutory or civil penalty award against Target would be unjust,  
20 arbitrary and capricious, and confiscatory.

21 50. Recovery of statutory or civil penalties is barred to the extent that the  
22 accumulation of penalties would be so disproportionate to the harm alleged to violate due process  
23 under the Constitutions of the United States and the State of California.

24 51. Plaintiff lacks standing to seek the prospective injunctive and declaratory relief she  
25 seeks in the Complaint.

26 52. Plaintiff has failed to mitigate or reasonably attempt to mitigate her damages, if  
27 any, as required by law, and any recovery to which plaintiff otherwise would be entitled should  
28 be precluded or reduced accordingly.



1           53. Recovery of interest, attorneys' fees, or costs is barred to the extent that such  
2 amounts are based on the recovery of penalties or equitable restitution.

3           54. If plaintiff sustained any loss, injury, damage, or detriment as alleged in the  
4 Complaint, the loss, injury, damage, or detriment was caused or contributed to by plaintiff's own  
5 failure to exercise due care, and therefore plaintiff's recovery of damages, if any, must be reduced  
6 in proportion to the percentage of plaintiff's own fault.

7           55. Plaintiff's claim for equitable relief is barred because plaintiff has an adequate and  
8 complete remedy at law.

9           56. Plaintiff has failed to satisfy the prerequisites for class certification, and therefore,  
10 lacks standing and cannot represent the interests of others.

11           57. The claims alleged by plaintiff are neither common to nor typical of those, if any,  
12 of the members of the putative class.

13           58. The claims alleged by plaintiff are matters in which individual questions  
14 predominate and are not appropriate for class treatment.

15           59. Plaintiff's interests are in conflict with the interest of the members of the proposed  
16 class or any of its members.

17           60. The members of the putative class are not so numerous that joinder is  
18 impracticable.

19           61. Plaintiff's counsel is inadequate counsel for the proposed class or allegedly  
20 aggrieved employees.

21           62. The interests of certain members of the proposed class are in conflict with the  
22 interests of other members of the proposed class.

23           63. Plaintiff is an inadequate representative of the putative class.

24           64. Plaintiff is not similarly situated to other allegedly aggrieved employees.

25           65. Plaintiff has not shown and cannot show that class treatment of the claims alleged  
26 in the Complaint is superior to other methods of adjudicating the controversy.

27           66. Because liability or damages, if any, to each member of the putative class may not  
28 be determined by a single jury or on a class-wide basis, allowing this action to proceed as a class

1 action would violate Target's rights under the Seventh and Fourteenth Amendments to the United  
2 States Constitution.

3 67. Plaintiff is barred from pursuing class-wide relief to the extent she is not a member  
4 of the proposed class and/or lacks cognizable claims for injuries she alleges were sustained by the  
5 proposed class, or otherwise lacks standing to seek relief on behalf of absent group members.

6 68. The Complaint is barred, in whole or in part, to the extent members of the  
7 Proposed Class have executed agreements releasing or waiving the claims set forth in the  
8 Complaint.

9 69. The Complaint is barred, in whole or in part, to the extent members of the  
10 proposed class have agreed to arbitrate any or all of the causes of action asserted in the  
11 Complaint, and the prosecution of the Complaint violates such agreement to arbitrate.

12 70. To the extent that plaintiff or any member of the proposed class owes money to  
13 Target, Target is entitled to offset such amounts against any damages awarded.

14 71. In the event that a class should be certified in this matter, Target incorporates by  
15 reference and re-alleges all of its defenses in response to plaintiff's claims on behalf of the class  
16 and each class member.

#### 17 RELIEF REQUESTED

18 Target asks the Court to deny plaintiff's request for class certification, enter judgment in  
19 favor of Target and against plaintiff, to award to plaintiff nothing on the Complaint and instead to  
20 dismiss the Complaint with prejudice, and to award to Target its costs of suit, including  
21 reasonable attorneys' fees, and such further or other relief as the Court may deem proper.

22 Dated: February 27, 2019.

23 JEFFREY D. WOHL  
24 RYAN D. DERRY  
25 ANNA M. SKAGGS  
26 JEFFREY G. BRIGGS  
27 PAUL HASTINGS LLP

28 By: Jeffrey D. Wohl / AMS  
Jeffrey D. Wohl  
Attorneys for Defendant  
Target Corporation

**JURY DEMAND**

To the extent that any issue is triable, defendant Target Corporation hereby demands trial by jury on all issues triable to a jury.

Dated: February 27, 2019.

JEFFREY D. WOHL  
RYAN D. DERRY  
ANNA M. SKAGGS  
JEFFREY G. BRIGGS  
PAUL HASTINGS LLP

By: Jeffrey D. Wohl / AMS  
Jeffrey D. Wohl  
Attorneys for Defendant  
Target Corporation

**PROOF OF SERVICE**

I am employed in the City and County of San Francisco, State of California. I am over the age of 18 years, and not a party to the within action. My business address is 101 California Street, 48th Floor, San Francisco, California 94111.

On February 27, 2019, I served the foregoing document described as:

- **DEFENDANT TARGET CORPORATION'S ANSWER TO PLAINTIFF MARIAH THOMAS'S UNVERIFIED COMPLAINT**

on the interested parties by placing true and correct copies thereof in envelopes addressed as follows:

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Superior Court of California  
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Courtesy Copy



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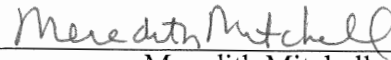
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1 I declare under penalty of perjury under the laws of the State of California that the  
2 foregoing is true and correct.

3 Executed on February 27, 2019, at San Francisco, California.

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6 Meredith Mitchell  
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